



INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT

MEMORANDUM OF AGREEMENT  
BETWEEN THE BOARD OF EDUCATION OF THE LOS ALAMOS PUBLIC SCHOOLS AND  
THE INCORPORATED COUNTY OF LOS ALAMOS

THIS **MEMORANDUM OF AGREEMENT** (hereafter "MOA"), is made and entered into by and between the Board of Education of the Los Alamos Public Schools (hereafter "LAPS") and the Incorporated County of Los Alamos (hereafter the "County") to be effective for all purposes as of June 1, 2015. LAPS and the County are sometimes referred to in this MOA individually as a "Party" and collectively as the "Parties."

**Whereas**, Safety Town, a safety education program, was founded in 1937 in Mansfield, Ohio by Traffic Commissioner Frend Boals and Kindergarten Teacher Ruth Robbins. It was designed to teach various areas of traffic safety to pre-kindergarten children in a free community program;

**Whereas**, according to the Center for Disease Control, the most common causes of unintentional injuries leading to death among children include motor vehicle crashes, suffocation, drowning, poisoning, and fire- and burn-related injuries, and;

**Whereas**, more than 9,000 children die each year from unintentional injury (equivalent to 150 school busses all loaded with children each year, and;

**Whereas**, more than 225,000 children are hospitalized annually and almost 9 million children are treated for their injuries in hospital emergency departments (EDs) each year, and;

**Whereas**, through the support of businesses, service clubs, and individuals, Safety Town can remain independent of state and federal funding while providing children with invaluable information on safety. This community program will enable the Los Alamos Police Department and Los Alamos Public Schools to provide educators, instruction materials and crafts to reinforce daily lessons all without cost of children and their families in an effort to reduce unintentional injury and death to local children;

**NOW, THEREFORE**, for good and valuable consideration and mutual covenants hereinafter set forth, the parties do hereby agree as follows:

**A. PURPOSE.**

It is the purpose of this MOA to memorialize the agreement of the Parties that County shall provide up to TEN THOUSAND DOLLARS (\$10,000.00) to LAPS for the purpose of funding or defraying some or all of the costs of providing Safety Town.

**B. SCOPE OF MOA.**

1. Los Alamos Public Schools shall:

- a. Hire or contract with individuals or entities to serve as facilitators and aides for the Safety Town program, to assist Los Alamos Police Department personnel in planning, organizing, implementing, and evaluating a comprehensive safety program in the area of youth safety to include such topics as stranger danger, drug awareness, animal and trail dangers, fire safety, when and how to call 911, bus safety, traffic and pedestrian safety, and gun safety. The selected facilitators shall have the appropriate levels of education, skill and experience and shall be licensed, certified, and trained to successfully perform the job. The selected facilitators shall perform the following duties:
  - i. collaborate with LAPS administration, County police department personnel, County fire department personnel, and other safety officials to plan, organize, implement, and evaluate the Safety Town program in Los Alamos;
  - ii. provide a safe, Pre-K learning environment;
  - iii. work with safety specialists, to include Police Officers, Firefighters and others, to specific safety themes throughout the program, developing instruction, crafts, songs, and movies revolve around the theme;
  - iv. provide materials to successfully instruct each theme to include craft materials, songs, snacks, and movies;
  - v. provide a graduation ceremony for each attendee that successfully completes the program to culminate the instruction;
- b. The LAPS administration shall provide the following deliverables:

Submit a written report on attendance, strengths of the program, weaknesses of the program, and suggestions for improvement. The report will include detailed financial information describing LAPS use and expenditures of County funding. The report shall include the following:

  - i. A description of the prevention programs, services, or classes that have been held with number of staff, students and families and how the participants believe that they have benefited from the program.
  - ii. Acknowledgment of any proposed changes to be made in services or programs for the remaining MOA term.
  - iii. LAPS shall furnish this report to the Chief of Police within thirty (30) days after the end of each summer session.
- c. Provide an area on school property that will be utilized to create a streetscape for traffic safety instruction including paint that will be applied to the concrete.
- d. If LAPS contracts for the performance of these services, LAPS warrants and agrees that the procurement of the services shall be in strict compliance with the New Mexico Procurement Code, §§13-1-1, et. seq., NMSA 1978.

2. Los Alamos County shall:

- a. Review and process all invoices and supporting documentation submitted by the Los Alamos Public Schools related to this MOA; and
- b. Retain the right to conduct program and/or fiscal review and reduce the monies paid to the Los Alamos Schools if the County determines that LAPS does not comply with the requirements of Section B.1 above.

Provide additional start-up resources for the program to include bicycles, helmets, and building materials, and to store such materials when not in use.

**C. TERM AND EFFECTIVE DATE.**

This term of this MOA shall commence on June 1, 2015 and shall continue until May 31, 2016 unless sooner terminated as provided herein. At the sole discretion of County this MOA may be renewed for two (2) additional one (1) year periods under the same terms and conditions.

**D. COSTS.**

1. Funding by County for services will not exceed TEN THOUSAND DOLLARS (\$10,000.00) per County fiscal year and will be paid annually on a reimbursable basis upon receipt of an itemized invoice showing the school's expenses related to the program cost.

2. Invoices. Payment by the County shall be made in one installment consistent with and conditioned upon receipt of detailed documentation of expenses incurred, within 60 days of the annual program completion.

**E. TERMINATION.**

1. This MOA may be terminated in its entirety, by either of the parties hereto, upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. The termination provisions described herein, shall not nullify obligations already incurred for performance or failure to perform prior to the date of termination. Upon termination by LAPS prior to the intended date of termination, County shall reimburse LAPS for items that have been completed to County's satisfaction. Upon such termination, County will not reimburse LAPS for items or services that will be used in accordance with this MOA.

2. This MOA shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council. County shall make reasonable efforts to give LAPS at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**F. LIABILITY.**

Each Party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOA. Each Party shall be liable for its own actions or inactions in accordance with state law and nothing herein shall be deemed a waiver, indemnity or to otherwise create or affect liabilities between the parties. No Party to this MOA shall be responsible for the liability incurred as a result of the other Party's acts or omissions in connection with this MOA or in performance under this MOA. This MOA contains the understanding between the County and LAPS only and shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the named parties, their officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, consultants, or advisors. By entering into this MOA, neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this MOA. Any liability incurred in connection with

this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1. et. seq., NMSA 1978 as amended. This paragraph is intended only to define the liabilities between the Parties hereto and it is not intended to modify, in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act. No provision in this MOA modifies and/or waives any provision of the New Mexico Tort Claims Act.

#### **G. INSURANCE.**

LAPS shall maintain in full force and effect a general comprehensive liability insurance policy during the term of this MOA in an amount equal to or exceeding that required under the New Mexico Tort Claims Act at N.M. Stat. Ann. § 41-4-19 (2004) as amended or recodified in the future.

#### **H. NOTICES.**

Any notices required to be given under this MOA shall be in writing and served by personal delivery or by mail, postage prepaid, to the Parties at the following addresses:

LAPS:

Superintendent  
Los Alamos Public Schools  
Post Office Box 90  
Los Alamos, New Mexico 87544

County:

Chief Dino Sgambellone  
Incorporated County of Los Alamos  
2500 Trinity Drive, Suite A  
Los Alamos, New Mexico 87544

#### **I. MISCELLANEOUS PROVISIONS.**

1. This MOA is made under and shall be governed by the laws of the State of New Mexico, without regard to any conflicts of law principles that would require the application of the law of any other jurisdiction.

2. In the event that any of the terms and conditions of this MOA, or the application of any such term or condition to any person or circumstance, shall be held invalid by any court having jurisdiction in the premises, the remainder of the MOA and the application of such terms or conditions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

3. This MOA constitutes the entire MOA and understanding of the Parties with respect to the subject matter herein. The parties agree that no modification of this MOA shall be binding unless such modification is in writing and is duly executed by authorized representatives of the Parties.

4. Each Party represents and warrants to the other Party that it has the requisite power and authority to execute this MOA and to perform the obligations set out in the MOA. The execution and delivery of this MOA and the performance of the obligations set out herein have been duly authorized by all necessary action on the part of each Party. The obligations set out herein will, upon execution hereof by each Party, be valid and binding obligations of such Party, enforceable against such Party in accordance with the terms and conditions herein except to the extent that enforceability hereof or thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles, regardless of whether enforcement is sought in equity or at law.

5. Each Party represents and warrants to the other Party that the execution and delivery of the MOA by such Party does not violate any applicable law or regulation by which the Party is bound, by any applicable court or administrative order or decree, or any MOA or contract to which it is a party.

6. This MOA shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns. Nothing in this MOA shall create or be deemed to create any third-party beneficiary rights in any person not a party to this MOA. No Party may assign its rights, or delegate its obligations under this MOA without the prior written consent of the other Party, which consent shall not be unreasonably delayed or denied.

7. Any term or condition of this MOA may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set out in a written instrument duly executed and delivered by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this MOA in any one or more instances shall be deemed to be or construed to be a waiver of the same or any other terms or condition herein on any future occasion. No delay short of the statutory period of limitations in asserting or enforcing any right hereunder shall be deemed a waiver of such right.

8. This MOA was negotiated by the Parties, each of which was represented by legal counsel, and this MOA shall not be construed against any Party on the ground that such Party was the author of the MOA or of any provision thereof.

9. This MOA may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if all the Parties to the aggregated counterparts had signed the same instrument. Without limiting the manner in which the MOA may be executed and delivered, a Party shall be considered to have fully executed and delivered this MOA by executing a counterpart of this MOA and sending the execution page by facsimile or other electronic means to the other Party.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement on the date(s) set forth below.

ATTEST



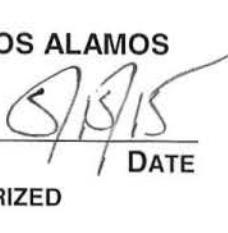
SHARON STOVER  
COUNTY CLERK



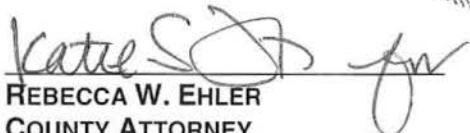
INCORPORATED COUNTY OF LOS ALAMOS

BY:

HARRY BURGESS  
COUNTY MANAGER AND AUTHORIZED  
REPRESENTATIVE

  
DATE

APPROVED AS TO FORM:



REBECCA W. EHLER  
COUNTY ATTORNEY

LOS ALAMOS PUBLIC SCHOOLS, A POLITICAL  
SUBDIVISION OF THE STATE OF NEW MEXICO

By:

  
KURT STEINHAUS

DATE

ITS: SUPERINTENDENT AND AUTHORIZED  
REPRESENTATIVE FOR AND ON BEHALF OF THE  
LOS ALAMOS PUBLIC SCHOOL DISTRICT AND ITS  
BOARD OF EDUCATION